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12
13 IN UNITED STATES DISTRICT COURT
14
15 FOR THE DISTRICT OF ALASKA

16 TIKIGAQ CONSTRUCTION, LLC,

17 Plaintiff,

18 vs.

19 JANUS GLOBAL OPERATIONS LLC,

20 Defendant

Case No. 3:22-cv-00120-JWS

AMENDED COMPLAINT

21 **AMENDED COMPLAINT OF PLAINTIFF TIKIGAQ CONSTRUCTION, LLC**

22 Plaintiff Tikigaq Construction, LLC (“Tikigaq”) for its Amended Complaint
23 against Defendant Janus Global Operations, LLC (“Janus”) alleges as follows:

24 **I. PARTIES**

25 1. Plaintiff Tikigaq is an Alaska Native corporation organized under the
26 laws of the State of Alaska and maintaining its principal place of business in the State
of Alaska.

1 2. On information and belief, Defendant Janus is a limited liability company
2 organized under the laws of the State of Delaware and maintaining its principal place
3 of business in the State of Tennessee.
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5 **II. JURISDICTION AND VENUE**

6 3. This Court has subject matter jurisdiction over this matter pursuant to 28
7 U.S.C. § 1332. Plaintiff is a resident of the State of Alaska. Defendant is a resident of
8 the states of Delaware and Tennessee. The amount in controversy, exclusive of interest
9 and costs, exceeds the sum or value of \$75,000.
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11 4. Venue in the District of Alaska is proper under 28 U.S.C. § 1391 because
12 Tikigaq resides and is located in this District and the subject contracts and agreements
13 were executed in part in this District. Venue is also proper in the District of Alaska per
14 the agreement of the parties.
15

16 **III. STATEMENT OF FACTS**

17 5. Tikigaq is a construction contractor that provides design-build and
18 construction management services to the U.S. government and other customers.
19 Tikigaq served as a prime contractor and subcontractor for HUBzone Multiple Award
20 Construction Contract N40192-16-D2706 and other contracts (“Projects”) awarded by
21 the U.S. Department of Defense (“Government”). The Projects involved the design and
22 construction of certain U.S. military facilities on the island of Guam.
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1 6. Janus is an integrated stability operations company that provides
2 munitions response, demining, IED remediation, logistics, life support, and other
3 services.
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5 7. As is typical for projects in Guam, the Projects involved certain
6 Munitions and Explosives of Concern (“MEC”) work due to prior military operations
7 in Guam. MEC work involves locating and safely removing potentially dangerous
8 munitions and explosives on a project site prior to the follow-on construction trades’
9 performance of their respective work on the Projects.
10

11 8. In 2019, Janus contacted Tikigaq and expressed an interest in starting to
12 perform MEC work in Guam. Janus had prior experience performing MEC work
13 elsewhere, but had never performed MEC work in Guam and viewed Guam as a
14 financially viable new market for Janus. Ultimately, the parties negotiated and
15 executed a Teaming Agreement dated July 17, 2019 for purposes of cooperatively
16 pursuing government contracts together in Guam (“Teaming Agreement”).
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19 9. Tikigaq and Janus entered into a Master Subcontract Agreement dated
20 July 21, 2019 (“MSA”) for purposes of subcontracting certain MEC work on the
21 Projects to Janus.
22

23 10. Pursuant to the MSA, Tikigaq issued certain Task Orders to Janus for
24 performance of certain MEC work on various Projects: Task Order 7009, Task Order
25 7011, Task Order 7018, Task Order 7027, Task Order 7047, Task Order 7070, Task
26

1 Order 7078, Task Order 7085, Task Order 7090, Task Order 7098, Task Order 7101
2 and Task Order 7107 (“Task Orders”).

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4 11. The MSA required Janus to timely and properly provide all labor,
5 equipment and materials necessary for timely and proper performance of the Task
6 Order work, including submission of required work plan submittals.

7
8 12. As a pre-condition to the commencement of its Task Order work, Janus
9 was required to timely provide certain key submittals to Tikigaq for approval by the
10 Government (including personnel qualifications, work plans and other submittals).

11
12 13. Janus repeatedly failed to provide adequate manpower to timely
13 prosecute the work in accordance with the agreed-upon Task Order schedules, which
14 resulted in delays and impacts to Tikigaq and the Projects.

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16 14. Janus repeatedly failed to timely and properly comply with its submittal
17 obligations (including personnel qualifications submittals and work plan submittals),
18 which resulted in delays and impacts to Tikigaq and the Projects.

19
20 15. Janus failed to comply with its safety obligations on certain Task Orders,
21 which resulted in delays and impacts to Tikigaq and the Projects. As a result of Janus’
22 repeated failures to comply with its safety obligations on certain Task Orders, Aptim
23 Federal Services, LLC and/or Aptim Government Solutions, LLC (the prime contractor
24 on certain Task Orders) (“Aptim”) terminated Janus for default.

1 16. In the Summer of 2020, Janus abandoned the Projects and advised
2 Tikigaq that it would be demobilizing from the Projects and would no longer be
3 progressing any Task Order work.
4

5 17. As a result of Janus' abandonment of the Projects and ongoing and
6 persistent failures to comply with its performance obligations, Tikigaq invoked the
7 default provisions in the MSA. After multiple notices to cure were met with no
8 corrective action and further Janus failures, Tikigaq exercised its right to terminate the
9 MSA in August 2020.
10

11 18. Subsequent to the termination of Janus, Tikigaq hired a replacement MEC
12 subcontractor to finish Janus' incomplete Task Orders resulting in additional costs to
13 Tikigaq for which Janus is responsible.
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15 19. As a result of Janus' default and material breaches of the MSA, Tikigaq
16 has incurred damages in an amount to be proven at trial but at least \$2,911,450.44 plus
17 interest, attorneys' fees and costs.
18

19 **IV. FIRST CAUSE OF ACTION – BREACH OF CONTRACT**

20 20. Tikigaq restates and incorporates all prior paragraphs of this Complaint
21 as if fully set forth herein.

22 21. Janus breached its express and implied obligations under the MSA and
23 the Task Orders in a number of ways, including but not limited to abandoning the
24 Projects, failing to provide adequate manpower for the Projects, failing to comply with
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1 its safety obligations on the Projects and failing to timely and properly provide certain
2 submittals.

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4 22. As a direct and proximate result of Janus' breaches of its express and/or
5 implied obligations under the MSA and the Task Orders, Tikigaq has incurred damages
6 in an amount to be proven at trial but at least \$2,911,450.44 plus interest, attorneys'
7 fees and costs.

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9 **V. SECOND CAUSE OF ACTION – INDEMNITY**

10 23. Tikigaq restates and incorporates all prior paragraphs of this Complaint
11 as if fully set forth herein.

12 24. As a direct and proximate result of Janus' breaches of its express and/or
13 implied obligations under the MSA and the Task Orders, Aptim has asserted a claim
14 for damages against Tikigaq in an amount to be proven at trial but at least \$714,000.00.
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16 25. Pursuant to Janus' express and/or implied indemnity obligations, to the
17 extent Tikigaq is held responsible for Aptim's claim against Tikigaq arising out of
18 Janus' failures to timely and properly perform the Task Order work, Janus is obligated
19 to indemnify Tikigaq for such damages in an amount to be proven at trial but at least
20 \$714,000.00 plus interest, costs and attorney fees.
21

22 26. Tikigaq anticipates that additional third-party claims related to Janus'
23 failures to comply with its express and/or implied obligations under the MSA and the
24 Task Orders will be asserted against Tikigaq in the near future. Accordingly, Tikigaq
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1 reserves the right to amend its Complaint and this Indemnity Cause of Action to address
2 such third-party claims.

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4 **VI. PRAYER FOR RELIEF**

5 Tikigaq respectfully requests the following relief:

6 1. Judgment in favor of Tikigaq and against Defendant in an amount to be
7 proven at trial but at least \$2,911,450.44.

8 2. Pre-judgment interest to the fullest extent permitted by law from the
9 earliest date of liquidation until entry of judgment.

10 3. Post-judgment interest to the fullest extent permitted by law from the date
11 of entry of judgment until paid in full.

12 4. Award of costs and attorneys' fees to the fullest extent permitted by
13 contract, law and/or equity.

14 5. Any other relief this Court deems just and equitable.
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1
2 DATED June 14, 2022.
3

4 /s/ Brian Guthrie

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